

MANAGEMENT SERVICES AGREEMENT

This Agreement is dated for reference May 1, 2019.

AMONG:

BEVCANNA ENTERPRISES INC., a British Columbia corporation having a principal place of business at 200 - 1672 West 2nd Avenue, Vancouver, B.C. V6J 1H4

(the "**Company**");

AND:

AXLE CREATIVE DESIGN VENTURES INCORPORATED, a corporation having an office at #402 611 Alexander Street, Vancouver B.C. V6A 1E1

(the "**Manager**");

AND:

[Redacted text relates to personal information], an individual having an office at #402 611 Alexander Street, Vancouver B.C. V6A 1E1

(the principal of the Manager, the "**Principal**");

(the Company, the Manager and the Principal being hereinafter singularly also referred to as a "**Party**" and collectively referred to as the "**Parties**" as the context so requires).

WHEREAS:

- A. The Company is engaged in the business of cultivating and processing cannabis and cannabis related products and derivatives and proposes to be engaged in the business of marketing and distributing water-based cannabis beverages as and when permitted by applicable laws and regulations (the "**Business of the Company**");
- B. The Manager and the Principal have considerable expertise with respect to performing branding and marketing management services of businesses at a similar stage of development as the Company; and
- C. The Manager will ensure that the Principal personally performs all services and does all things required of the Manager pursuant to this Agreement;
- D. The Company wishes to retain the Manager, and the Manager wishes to provide managerial services to the Company and act as the Company's Chief Brand and Innovation Manager;

NOW THEREFORE IN CONSIDERATION of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Term

- 1.1. **Term for Services.** The term for the provision of services by the Manager to the Company will commence as of May 1, 2019 and will continue for one year (the “**Term**”). This Agreement will continue in full force and effect during the Term unless earlier terminated in accordance with Section 5.
- 1.2. **Continuation.** After the expiry of the Term, this Agreement will thereafter renew annually unless the Company or the Manager gives notice to terminate this Agreement in accordance with Section 5.

2. Compensation and Benefits

- 2.1. **Fees.** For services rendered by the Manager pursuant to this Agreement, the Company will pay the Manager:
- (a) upon execution and delivery of this Agreement, a one-time payment in the amount of \$100,000 payable within 15 days of the date of this Agreement, in consideration for branding and marketing management services provided to the Company prior to the date of this Agreement, payable by the allotment and issuance of 100,000 common shares in the capital of the Company (each, a “**Share**”) to the Manager at a deemed price of \$1.00 per Share, as fully-paid and non-assessable common shares in the capital of the Company (the “**Issuance**”), subject to the availability of exemptions from prospectus requirements, and the Company having obtained all necessary approvals and consents, including regulatory approvals for the Issuance, on the terms and conditions set forth in this Agreement, including Schedule C and all appendices thereto; and
 - (b) a monthly fee of CDN \$8,000 plus the Goods and Services Tax (the “**Fee**”), to be paid quarterly in arrears. The Company shall have the option, in its sole discretion, to pay the Fee: (i) in cash; (ii) in Shares at a deemed price per Share equivalent to the current Share price as of the applicable date, as determined by the Company in its sole discretion, acting reasonably, subject to compliance with applicable securities laws, or (iii) any combination of (i) and (ii) above. The Manager’s compensation will be reviewed periodically, at the discretion of the Board of Directors of the Company.
- 2.2. **Expenses.** The Company will reimburse the Manager for all reasonable business, travel and entertainment expenses (the “**Expenses**”) incurred by the Manager in performing his duties pursuant to this Agreement. The Manager agrees that any reimbursement of such expenses will only be made after the Manager has rendered an itemized expense account, together with receipts where available, to the Company that are approved by a director of the Company.
- 2.3. **D&O Insurance.** The Company will provide directors and officers liability insurance (to the extent available on reasonable commercial terms as determined by the Board of Directors in its discretion) for the Manager during the term of this Agreement in accordance with the terms and conditions of the standard insurance coverage provided by the Company for all officers and directors of the Company. For greater clarity, the Company will only be required to provide directors’ and officers’ liability insurance for the Manager as of the date that the Company

obtains directors and officers liability insurance coverage for all of the other directors and officers of the Company.

- 2.4. Indemnity Agreement.** The Company will provide the Manager a general indemnity as soon as practical in accordance with indemnities provided by the Company for all officers and directors of the Company. For greater clarity, the Company will only be required to provide a general indemnity for the Manager as of the date that the Company provides a general indemnity for all of the other directors and officers of the Company.
- 2.5. Other Benefits.** The Company will provide the Manager such other benefits as are provided to all officers and directors of the Company.

3. Duties

- 3.1. Position.** The Company hereby engages the Manager to provide the personal services of the Principal as the Company's Chief Brand and Innovation Manager and provide services to the Company as described in Schedule "A" attached hereto (the "**Services**"). In addition to the Services of the Chief Brand and Innovation Manager set out in Schedule A, the Manager will carry out such other lawful duties, responsibilities and tasks as the Company may from time to time reasonably request of the Manager. The Manager shall be appointed as, and exercise the duties and powers of, the office of Chief Brand and Innovation Manager but shall not be an employee of the Company. It is hereby acknowledged by the Parties that in the event the Manager wishes to provide a person other than [Redacted text relates to personal information] as Principal to provide the services hereunder, such person must first be approved by the Board of Directors, in writing, which approval may be denied for any reason whatsoever. In this Agreement, where applicable any reference to "**Manager**" shall be deemed to include a reference to the Principal.)
- 3.2. Reporting.** The Manager will report to the Chief Executive Officer of the Company from time to time and will keep the Chief Executive Officer informed of all matters concerning the Services as requested by the Company from time to time.
- 3.3. Independent Contractor.** The Manager will perform the Services hereunder as independent contractor, and nothing contained in the Agreement will be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties hereto. The Manager represents, warrants and covenants that he is acting and will act only as independent contractor and acknowledges and agrees that, in its performance under this Agreement, he will not be entitled to any employee-like benefits or any direct or indirect compensation other than that expressly set out in this Agreement. The Manager agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, *Canada Pension Plan*, *Employment Insurance*, Social Security, or other deductions that would be required in an employment relationship in any jurisdiction.

4. Part Time Services

The Manager need only devote such portion of the Manager's time as is necessary to perform the services rendered by the Manager pursuant to this Agreement and may engage in other

business activities as long as they do not unreasonably interfere or conflict with the duties of the Manager hereunder.

5. TERMINATION

5.1. Termination With Cause. The Company may, at any time, without advance notice to the Manager or payment of any compensation in lieu of notice, terminate the services of the Manager for cause defined as:

- (a) having materially breached any provision of this Agreement and the Manager failing to cure the breach within thirty days following written notice by the Company;
- (b) having committed an act involving fraud, material dishonesty or violence or engaging in any other conduct which is detrimental to the reputation of the Company or any of its affiliates in any material respect;
- (c) having committed an act that constitutes a breach of fiduciary duty or a breach of the duty of loyalty, both of which the Manager acknowledges are due to and owed to the Company;
- (d) having violated any applicable laws or policies governing occupational health and safety, anti-discrimination, or anti-harassment or having engaged in or threatened workplace violence; or
- (e) being convicted of an indictable offence.

5.2. Termination Without Cause. The Company may at any time, upon 30 days' advance notice to the Manager at its discretion, terminate the services of the Manager. In the case of termination under this Section 5.2, the Company will pay to the Manager the fees payable to the thirtieth (30th) day after the date of the Company's written notice of termination. This Agreement will terminate upon the death or disability (incapacity for not less than 180 days) of the Manager, which termination will be deemed to be "other than for cause". If mutually agreeable between the Company and the Manager, the Services and position of the Manager may be reassigned (for example, if the Company appoints a new Chief Brand and Innovation Manager and wishes to retain management services of the Manager) with appropriate alterations to this Agreement. Such reassignment will not constitute termination without cause under this Section 5.2.

5.3. Termination by the Manager. The Manager may at any time terminate the provision of its services under this Agreement upon giving thirty (30) days' prior written notice to the Company. Where the Manager gives written notice of termination under this Section 5.3, the Company may at its sole discretion terminate this Agreement forthwith by paying to the Manager the fees payable to the thirtieth (30th) day after the date of the Manager's written notice of termination.

5.4. Other Claims. The Manager acknowledges and agrees that the notice and provisions for compensation on termination provided in this section are fair and reasonable and agrees that upon any termination of the Manager's services by the Company, or upon any termination of this Agreement by the Manager, the Manager will have no action, cause of action, claim or demand against the Company or any other person as a consequence of such termination.

5.5. Resignation. On termination of this Agreement, the Manager will resign from any office or directorship of the Company and any affiliate forthwith.

5.6. Compensation Earned. If this Agreement terminates for any reason, the Company will pay to the Manager any fees earned prior to the effective date of such termination which remains unpaid and any expenses for which an expense account has been submitted, approved and which remains unpaid.

6. Confidentiality, Non-Competition and Non-Solicitation

6.1. Confidentiality and Ownership of Property

(a) Confidential Information

(i) The Manager acknowledges that, by reason of this contract for Services, the Manager will have access to Confidential Information, as hereinafter defined, of the Company, that the Company has spent time, effort and money to develop and acquire.

(ii) The term "Confidential Information" as used in this Agreement means information, whether or not originated by the Manager, that relates to the business or affairs of the Company, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

A. information relating to strategies, research, communications, business plans, and financial data of the Company and any information of the Company which is not readily publicly available,

B. work product resulting from or related to work or projects performed for or to be performed for the Company or its affiliates, including but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith,

C. any intellectual property contributed to the Company, and any other technical and business information of the Company, its subsidiaries and affiliates which is of a confidential, trade secret and/or proprietary character,

D. internal Company personnel and financial information, supplier names and other supplier information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company's business,

E. marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing

techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed, and

F. all information that becomes known to the Manager as a result of this Agreement or the services performed hereunder that the Manager, acting reasonably, believes is confidential information or that the Company takes measures to protect;

(iii) Confidential Information does not include any of the following:

A. the general skills and experience gained by the Manager during the term of this Agreement that the Manager could reasonably have been expected to acquire in similar retainers or engagements with other companies, or

B. information that is or becomes publicly known without breach of this Agreement or similar agreements,

(iv) Protection of Confidential Information. The Manager acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Manager agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Manager or disclosed to the Manager as a result of or in connection with the Services. The Manager agrees that, both during and after the termination of this Agreement, the Manager will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure or use is required to perform its duties hereunder or as may be consented to by prior written authorization of the Board of Directors.

(v) Exceptions to Obligations of Confidentiality. The obligation of confidentiality imposed by this Agreement shall not apply to information that appears in issued patents or printed publications, that otherwise becomes generally known in the industry through no act of the Manager in breach of this Agreement, or that is required to be disclosed by court order or applicable law.

(vi) Third Party Confidential Information. The Manager understands that the Company has from time to time in its possession information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential. The Manager agrees that all such information shall be Confidential Information for the purposes of this Agreement.

(vii) Disclosure required by Law. Nothing in this Agreement shall preclude the Manager from disclosing Confidential Information if such disclosure is required to be made by any applicable law or regulation or by an order of a competent

judicial, legislative or regulatory body or authority, provided that such disclosure is made only to the extent of the requirement. If the Manager is required to make such disclosure then, subject to applicable laws:

- A. before the disclosure is made, it shall notify the Company of the requirement to make such disclosure (and the extent of the requirement), so that the Company may seek an appropriate protective order or take any other action it deems necessary to preserve the confidentiality of the Confidential Information;
- B. it shall refrain from opposing, and shall cooperate in the prosecution of, any action by the Company to obtain a protective order or other remedy or assurance; and
- C. it shall take all reasonable steps (after consultation with the Company and at the Company's request and expense) to preserve the confidential nature of the Confidential Information.

(viii) Manager's Warranty. The Manager represents and warrants that the Manager has not used and will not use, while performing the Services, any materials or documents of another company which the Manager is under a duty not to disclose or materials or documents created for a third party. The Manager understands that, while performing the Services, the Manager shall not breach any obligation or confidence or duty the Manager may have to a former client or employer. The Manager represents and warrants that it will not use or cause to be incorporated in any of the Manager's work product, any data software, information, designs, techniques or know-how which the Manager or the Company does not have the right to transfer to the Company as a Development.

(b) Intellectual Property.

(i) All Developments shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Developments. The Manager agrees that no intellectual property rights in the Developments are or shall be retained by him. For greater certainty, all work done during the term of this engagement by the Manager for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be. In consideration of the benefits to be received by the Manager under the terms of this Agreement, the Manager hereby irrevocably sells, assigns and transfers and agrees in the future to sell, assign and transfer all right, title and interest in and to the Developments and intellectual property rights therein including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States and worldwide to the Company and the Manager shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save and except for any moral rights. With respect to moral rights, the Manager hereby waives all moral rights arising under the *Copyright Act* (Canada) and any rights to similar effect in any country

or at common law (“**Moral Rights**”) that may that may arise out of the delivery of the Services or otherwise in respect of the Developments, and acknowledges that such waivers may be invoked by any person authorized by the Company. In order to confirm ownership of the Company in the Developments, the Manager will provide an executed copy of the assignment attached to this Agreement as Schedule B when requested by the Company.

(ii) In addition to executing the assignment attached as Schedule B, the Manager shall do all further things that may be reasonably necessary or desirable in order to give full effect to the foregoing. If the Manager’s cooperation is required in order for the Company to obtain or enforce legal protection of the Developments following the termination of the Manager’s Services, the Manager shall provide that cooperation so long as the Company pays to the Manager reasonable compensation for the Manager’s time at a rate to be agreed between the Manager and the Company.

(iii) The terms “**Developments**” as used in this agreement means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

- A. result or derive from the Manager’s Services or from the Manager’s knowledge or use of Confidential Information,
- B. are conceived or made by the Manager (individually or in collaboration with others) during the term of the Manager’s Services,
- C. result from or derive from the use or application of the resources of the Company or its affiliates, or
- D. relate to the business operations of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates.

(c) **Return of Confidential Information and Property.** The Manager will at any time upon request by the Company, and immediately upon the termination of this Agreement, promptly return to the Company, all originals and copies of Confidential Information and all originals and copies of Developments and all paper and electronic documents and other records containing Confidential Information or Developments, and any other property belonging to, or relating to the business of, the Company or its subsidiaries, parents, affiliates and related companies.

6.2. Non-Competition. The Manager shall not, without the prior written consent of the Company, at any time during this Agreement and for a period of twelve (12) months from the termination of this Agreement, for any reason, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a Canadian or United States stock exchange that does not exceed 5% of the outstanding

shares so listed) or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit his or its name or any part thereof to be used or employed by or provide services to any person engaged in or concerned with, or interested in a business similar to the Business of the Company within the Province of British Columbia, Canada.

6.3. Non-Solicitation. The Manager shall not, without the prior written consent of the Company, at any time during this Agreement and for a period of twelve (12) months from the termination of this Agreement, for any reason: (i) induce or endeavour to induce any employee or consultant of the Company to leave his or her employment or contract for services; (ii) employ or attempt to employ or assist any person to employ any employee of the Company or engage any consultant of the Company (except in response to indirect public employment solicitations including, but not limited to, newspaper ads and solicitations on the Manager's website or a third party website), or (iii) solicit, attempt to gain the custom of, canvass or interfere with the Company's relationships with any person that is a customer, client, or supplier of the Company on the date of termination of this Agreement, or was a customer, client or supplier during a period of twelve (12) months prior to the date of termination of this Agreement, or has been pursued as a prospective customer, client or supplier of the Company at any time during a period of twelve (12) months prior to the date of termination of this Agreement. With respect to this Section 6.3 and with respect to specific clients, customers or suppliers referred to therein, Manager and Principal may request to the Company that Manager and Principal be permitted to act for such clients, customers or suppliers and that such representation be excluded from the application of this Section 6.3, as applicable. In order to allow the Company to consider such requests, Manager and Principal shall provide details regarding the client, customer, or supplier and the services proposed to be performed by Manager and Principal for such party. The Company shall consider such requests and not unreasonably withhold its consent for such arrangements.

6.4. Equitable Relief. The Manager acknowledges that the restrictions contained in this Section 6 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of this Section 6 could result in irreparable injury to the Company. The Manager agrees that, in the event it violates any of the restrictions referred to in this Section 6, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit. The provisions of Sections 6 will survive the termination of this Agreement.

7. Successors and Assigns

This Agreement will enure to the benefit of, and be binding upon, the Parties hereto and their legal representatives, successors and permitted assigns except that no claims may be asserted by the legal representatives, successors and assignees of the Manager in respect of compensation or other benefits for periods following the death or total incapacity of the Manager other than those provided for in this Agreement.

8. Notices

Any notice given or required to be given under this Agreement will be in writing and signed by or on behalf of the Party giving it. Such notice may be served personally and in either case may

be sent by priority post to the addresses of the Parties noted on page one of this Agreement, or by fax, email or other electronic transmission. Any notice served personally will be deemed served immediately, and if mailed by priority post will be deemed served seventy two (72) hours after the time of posting, and if by electronic transmission, upon successful transmission.

9. Governing Law

This Agreement is and will be deemed to be made in British Columbia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia and the laws of Canada applicable therein, and the rights and remedies of the Parties will be determined in accordance with those laws. The Parties hereby irrevocably attorn to Courts of the Province of British Columbia, Vancouver Registry and the Federal Court sitting in Vancouver as the case may be for subject matter falling within the jurisdiction of the Federal Court.

10. Severability

If any provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

11. Survival

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding indemnities, confidentiality rights and obligations, non-competition and solicitation, intellectual property rights, and all other provisions that are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force

12. Independent Legal Advice

The Parties hereto acknowledge that they have each received independent legal advice in relation to the terms and conditions of this Agreement.

13. Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same document. This Agreement may be executed and delivered by facsimile or other means of electronic transmission capable of producing a signed copy.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

BEVCANNA ENTERPRISES INC.

"Signed"

Signature

John Campbell

Printed Name

**AXLE CREATIVE DESIGN VENTURES
INCORPORATED**

"Signed"

Signature

[Redacted text relates to personal information]

Printed Name

FOR *[Redacted text relates to personal information]* WITNESS:

SIGNED in the presence of:

[Redacted text relates to personal information]

"Signed"

Signature

[Redacted text relates to personal information]

Printed Name of Witness

[Redacted text relates to personal information]

Address

"Signed"

Signature

**Schedule A
Services**

The Manager is authorized and directed, but not limited, to the following principal duties:

- (a) Report to the Chief Executive Officer;
- (b) Provide quarterly reports for the Chief Executive Officer;
- (c) Provide network connections: Introductions and influence to bring onboard to the Company various contractors, strategic partners and suppliers;
- (d) Provide advisory input to: CEO, management and executive team discussions. Specifically, input and advisory regarding new business model discussions, business model, product strategy, white label, consumer focused offerings and go-to-market strategies;
- (e) Be available as a representative of the Company to investors and strategic partners;
- (f) Provide knowledge transfer in areas of brand, beverage, manufacturing and innovation as the Manager deems relevant to planning and strategy discussions;
- (g) Be identified as a Company Manager in various marketing materials, press releases and investor relations;
- (h) Provide input and advisory on Company hires and personnel; and
- (i) Other tasks as reasonably directed by the Board of Directors.

Schedule B - Confirmatory Assignment

THIS CONFIRMATORY ASSIGNMENT (the “**Assignment**”), dated as of May 1, 2019 (the “**Effective Date**”) is made BETWEEN:

BEVCANNA ENTERPRISES INC., a British Columbia corporation having a principal place of business at 200 - 1672 West 2nd Avenue, Vancouver, B.C. V6J 1H4

(the “**Company**”)

AND:

AXLE CREATIVE DESIGN VENTURES INCORPORATED, a corporation having a principal place of business at #402 611 Alexander St , Vancouver B.C. V6A 1E1

(the “**Manager**”)

AND:

[Redacted text relates to personal information], an individual having an office at #402 611 Alexander St , Vancouver B.C. V6A 1E1

(the “**Principal**”)

WHEREAS, pursuant to a Services Agreement having effect as and from May 1, 2019 (the “**Services Agreement**”), Manager, partially through the personage of the Principal, has been involved in the provision of certain services to Company (the “**Services**”);

AND WHEREAS the goal of this Assignment is to confirm Company’s exclusive ownership of all intellectual property relating to the Services;

NOW THEREFORE IN CONSIDERATION of the sum of \$10 paid by Company to Manager and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Manager, the parties agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY

Each of the Manager and Principal hereby irrevocably grants, assigns and quitclaims to Company all worldwide right, title and interest of any nature whatsoever in and to all inventions, works and intellectual property arising from the Services, including without limitation, all: (a) inventions, works, methods and processes, whether or not patented or patentable; (b) literary, artistic and other works, whether or not protected by copyright (including without limitation documentation, drawings, designs, wireframes, plans, notes and working papers) whether in human or machine readable form; (c) trade secrets, know-how and show-how, including without limitation all information, design concepts, schematics and specifications necessary or useful in the use or exploitation of works arising from the Services; (d) trade-marks, whether or not registered; and (e) Internet domain names; and all modifications, improvements, revisions, additions, customizations and enhancements made to any of the

foregoing (collectively the “**Intellectual Property**”), for the full duration of all such rights, and any renewals or extensions thereof.

2. MORAL RIGHTS; LICENSE AND WAIVER

Principal hereby irrevocably waives all moral rights arising under the *Copyright Act* (Canada) and any rights of similar effect in any country or at common law (“**Moral Rights**”) that Principal may have arising out of the delivery of the Services, and acknowledges that such waiver may be invoked by any person authorized by Company. Manager hereby represents and warrants that all authors of the Intellectual Property (including without limitation the Principal), have, for valuable consideration, irrevocably waived in writing, all of their Moral Rights that such authors may have arising out of their participation in the creation of the Intellectual Property, and have acknowledged that such waiver may be invoked by any person authorized by Company to use the Intellectual Property.

Aside from Moral Rights, if Manager or Principal has any rights to the Intellectual Property that cannot be assigned to Company, Manager and Principal each hereby unconditionally and irrevocably grants to Company an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license with rights to sub-license to all such rights for the full duration of such rights and any renewals or extensions thereof. Further, aside from Moral Rights, if Manager or Principal have any rights to the Intellectual Property that cannot be so assigned or licensed, Manager and Principal each hereby unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company, its licensees, successors and assigns with respect to such rights. Manager and Principal agree, at Company's request and expense, to consent to and join in any action by Company to enforce such rights.

3. REPRESENTATIONS

Manager and Principal hereby represent, warrants and covenant to Company that: (a) immediately prior to the assignment of all Intellectual Property hereunder, Manager owned all worldwide rights in and to the Intellectual Property and had not granted any license or other right to any other person in respect of the Intellectual Property; (b) to the best of the actual knowledge of Manager and Principal all of the Intellectual Property is original, and the use and exploitation thereof does not and shall not infringe the rights of any third parties; (c) the Intellectual Property encompasses all of the right, title and interest arising from the provision of the Services; and (d) no other person (including any current or past employer or contractor of Manager) has any right, title or interest in or to the Intellectual Property.

4. DISCLOSURE

Manager and Principal agree not to disclose or use any works, rights or confidential information arising out of the delivery of the Services or acquired in the performance of the Services,

without the prior written consent of Company.

5. INDEPENDENT LEGAL ADVICE

Manager and Principal understand that this Assignment contains important provisions concerning Manager's and Principal's rights and confirms it has been read carefully. Manager and Principal acknowledge and agree that Company has given him the opportunity to seek, and has recommended that he obtain, independent legal advice with respect to the subject matter of this Assignment and Manager and Principal represent and warrant to Company that he has sought independent legal advice or waives such advice.

6. GENERAL

This Assignment constitutes the full and entire understanding and agreement between the parties with respect to the subject matter, and supersedes all previous communications, representations and agreements (whether oral or written) between the parties respecting the subject matter hereof. This Assignment shall be binding on Manager and Principal and their respective heirs, executors, administrators, successors and permitted assigns; and shall enure to the benefit of Company, its affiliates, and their respective affiliates, agents, employees, directors, officers, successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby consent and submit to the exclusive jurisdiction of the courts located in the Province of British Columbia, City of Vancouver. If any provision of this Assignment is not enforceable, such provision shall be severed from this Assignment, and the remainder of this Assignment shall remain in full force and effect. This Assignment may be executed in counterparts, each of which when so executed shall be deemed to be an original copy hereof, and all such counterparts together shall constitute one single agreement. Any party may deliver a counterpart signature page by electronic transmission.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement as of the Effective Date.

BEVCANNA ENTERPRISES INC.

"Signed"

Signature

John Campbell

Printed Name

FOR [Redacted text relates to personal information] WITNESS:

SIGNED in the presence of:

"Signed"

Signature

[Redacted text relates to personal information]

Printed Name of Witness

[Redacted text relates to personal information]

Address

AXLE CREATIVE DESIGN VENTURES INCORPORATED

"Signed"

Signature

[Redacted text relates to personal information]

Printed Name

[Redacted text relates to personal information]

"Signed"

Signature

**Schedule C
QUESTIONNAIRE**

TO: BevCanna Enterprises Inc. (the “**Company**”)

Capitalized terms used but not otherwise defined in this Schedule C have the meaning ascribed thereto in the Management Services Agreement (the “**Agreement**”) of which this Schedule C forms part.

1. The Manager acknowledges and agrees:

- (a) none of the Shares have been or will be registered under the United States *Securities Act of 1933*, as amended, (the “**1933 Act**”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as such term is defined in Regulation S (as defined below)), except in accordance with the provisions of Regulation S under the 1933 Act (“**Regulation S**”), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;
- (b) the Company has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act or any other securities legislation;
- (c) the Company will refuse to register the transfer of any of the Shares to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws;
- (d) the decision to execute this Agreement and to acquire the Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company;
- (e) the Manager has not been provided with any offering memorandum in connection with the acquisition of the Shares;
- (f) the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Manager contained in this Agreement and the Questionnaire, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Manager will promptly notify the Company;
- (g) there are risks associated with the acquisition of the Shares;
- (h) the Manager and the Manager’s advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the distribution of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;

- (i) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Manager during reasonable business hours at its principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Manager, its legal counsel and/or its advisor(s);
- (j) all of the information which the Manager has provided to the Company is correct and complete;
- (k) any resale of the Shares by the Manager will be subject to resale restrictions contained in the securities laws applicable to the Company, the Manager and any proposed transferee and it is the responsibility of the Manager to find out what those restrictions are and to comply with such restrictions before selling any of the Shares;
- (l) the Company is not a reporting issuer as that term is defined in applicable securities legislation nor will it become a reporting issuer in any jurisdiction in Canada or elsewhere upon completion of the acquisition Shares and, as a result:
 - (i) unless the Company becomes a reporting issuer at a later date, the Company will not be subject to the continuous disclosure requirements of such securities legislation, including the requirements relating to the production and filing of audited financial statements and other financial information, and
 - (ii) any applicable hold periods under applicable securities legislation may never expire, and the Shares may be subject to restrictions on resale for an indefinite period of time;
- (m) the Manager has been advised to consult the Manager's own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with:
 - (i) any applicable laws of the jurisdiction in which the Manager is resident in connection with the distribution of the Shares hereunder, and
 - (ii) applicable resale restrictions;
- (n) there may be material tax consequences to the Manager of an acquisition or disposition of the Shares and the Company gives no opinion and makes no representation to the Manager with respect to the tax consequences to the Manager under federal, state, provincial, local or foreign tax laws that may apply to the Manager's acquisition or disposition of the Shares;
- (o) the Manager consents to the placement of a legend or legends on any certificate or other document evidencing any of the Shares setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT THE DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

- (p) there is no market for the Shares and that no market for the Shares may ever exist;
 - (q) unless the Company becomes a public company, the Shares cannot be transferred without the previous consent of the board of directors of the Company (the “**Board**”), expressed by resolution of the Board, at the sole discretion of the Board;
 - (r) the Company has advised the Manager that the Company is relying on an exemption (the “**Exemption**”) from the requirements to provide the Manager with a prospectus and to sell the Shares through a person registered to sell securities under provincial securities laws and other applicable securities laws, and, as a consequence of acquiring the Shares pursuant to such Exemption, certain protections, rights and remedies provided by applicable securities laws (including the various provincial securities acts), including statutory rights of rescission or damages, will not be available to the Manager;
 - (s) the Manager acknowledges that the Company is relying on the Exemption in order to issue the Shares to the Manager and the Manager is aware of the criteria of the Exemption to be met by the Manager and the Manager meets those criteria;
 - (t) the Manager has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Agreement and the Manager is able to bear the economic risk of loss arising from such transactions;
 - (u) the Manager acknowledges and agrees that the Shares will be subject to any escrow or resale restrictions which may be required by the Canadian Securities Exchange or applicable securities laws and the Manager covenants and agrees with the Company that it will execute and deliver in a timely manner any agreements, documents or instruments, including without limitation any escrow agreements, which may be required by the Company or its legal counsel in order to comply with the requirements of the Canadian Securities Exchange or applicable securities laws.
 - (v) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Shares; and
 - (w) there is no government or other insurance covering any of the Shares.
2. The Manager represents and warrants to the Company (which representations and warranties will survive the acquisition of the Shares by the Manager) that:
- (a) the Manager is a corporation resident in British Columbia;
 - (b) the Manager is acquiring the Shares as principal for the Manager’s own account;

- (c) the Manager is an “accredited investor” (as that term is defined in National Instrument 45-106 *Prospectus Exemptions* as adopted by the British Columbia Securities Commission) and is evidencing such by placing a mark next to the category of “accredited investor” listed below for which the Manager satisfies the criteria:
- (i) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, accredited investors **(tick the following box)**:
X
- (d) the Manager is not a U.S. Person and is outside of the United States when receiving and executing this Questionnaire
- (e) the Manager has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Manager is not an individual, it is validly subsisting under the laws of its formation and all necessary approvals by its directors, shareholders, trustees, partners and others, as applicable, have been obtained to authorize execution and performance of this Agreement on behalf of the Manager;
- (f) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constituting documents of, the Manager or of any agreement, written or oral, to which the Manager may be a party or by which the Manager is or may be bound;
- (g) the Manager has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Manager enforceable against the Manager;
- (h) the Manager has received and carefully read this Agreement;
- (i) the Manager is aware that an investment in the Company is speculative and involves certain risks and the possible loss of the entire deemed value represented by the Shares as of the Effective Date;
- (j) the Manager has made an independent examination and investigation of an investment in the Shares and the Company and agrees that the Company will not be responsible in any way for the Manager’s decision to invest in the Shares and the Company;
- (k) the Manager is not an underwriter of, or dealer in, any of the Shares, nor is the Manager participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;
- (l) the Manager is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and

- (m) no person has made to the Manager any written or oral representations:
 - (i) that any person will resell or acquire any of the Shares,
 - (ii) that any person will refund the acquisition price of any of the Shares, or
 - (iii) as to the future price or value of any of the Shares.
- 3. The Manager acknowledges and agrees that the representations and warranties contained in this Agreement are made by it with the intention that such representations and warranties may be relied upon by the Company and the Company's legal counsel in determining the Manager's eligibility to acquire the Shares under applicable laws, or, if applicable, the eligibility of others on whose behalf the Manager is contracting hereunder to acquire the Shares under applicable laws. The Manager further agrees that the representations and warranties contained in this Agreement will survive the acquisition by the Manager of the Shares and will continue in full force and effect notwithstanding any subsequent disposition by the Manager of such Shares and the Manager will hold harmless the Company from any loss or damage it or they may suffer as a result of the Manager's failure to correctly complete this Agreement and the Questionnaire
- 4. The Manager acknowledges and consents to the fact that the Company is collecting the Manager's personal information for the purpose of fulfilling this Agreement and completing the issuance of the Shares to the Manager. The Manager acknowledges that his, her or its personal information (and, if applicable, the personal information of those on whose behalf the Manager is contracting hereunder) may be included in record books in connection with the acquisition of the Shares and may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities, (b) the Company's registrar and transfer agent (if applicable), (c) Canadian tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or (e) any of the other parties involved in the acquisition of the Shares, including the Company's legal counsel. By executing this Agreement, the Manager is deemed to be consenting to the foregoing collection, use and disclosure of the Manager's personal information (and, if applicable, the personal information of those on whose behalf the Manager is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Manager may be acquiring the Shares as agent on behalf of an undisclosed principal, the Manager agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Company, all as may be required by the Company in order to comply with the foregoing. Furthermore, the Manager is hereby notified that:
 - (a) the Company may deliver to any securities commission having jurisdiction over the Company, the Manager or the acquisition of the Shares, including any Canadian provincial securities commissions, the United States Securities and Exchange Commission and/or any state securities commissions (collectively, the "**Commissions**"), certain personal information pertaining to the Manager, including the Manager's full name, residential address and telephone number, the number of Shares or other securities of the Company owned by the Manager, the number of Shares acquired by the Manager, the Service Fee, the prospectus exemption relied on by the Company and the date of distribution of the Shares;

- (b) such information is being collected indirectly by the Commissions under the authority granted to them in applicable securities laws;
- (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws; and
- (d) the Manager may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Assistant to the Director of Corporate Finance
 Ontario Securities Commission
 Suite 1903, Box 55
 20 Queen Street West
 Toronto, ON M5H 3S8
 Telephone: (416) 593-8086.

Dated as of May 9, 2019.

X" Signed"

 Authorized signatory (if Manager is **not** an individual)

Axle Creative Design Ventures Incorporated
 Name of Manager (**please print**)

[Redacted text relates to personal information]
 Name of authorized signatory (**please print**)

Director
 Official capacity of authorized signatory (**please print**)

<p>Register the Shares as set forth below:</p> <p><u>[Redacted text relates to personal information]</u> (Name to Appear on Share Certificate)</p> <p>_____ (Account Reference, if applicable)</p> <p><u># 402 611 Alexander Street, Vancouver B.C. V6A 1E1</u> (Address, including postal or zip code)</p>

APPENDIX 1 TO SCHEDULE C — Acknowledgement and Agreement to be Bound

The undersigned acknowledges that the securities listed below (the “**Pooled Shares**”) have been acquired by it and that the Pooled Shares are subject to a Voluntary Pooling Agreement dated September 13, 2018 (the “**Pooling Agreement**”) among Nutrivida Biotech Investments Inc., Bvcanna Enterprises Inc., Clark Wilson LLP and certain securityholders.

For other good and valuable consideration, the undersigned agrees to be bound by the Pooling Agreement in respect of the Pooled Shares, as if it were an original signatory to the Pooling Agreement.

Dated as of May 9, 2019.

X “Signed”

Authorized signatory (if Manager is **not** an individual)

Axle Creative Design Ventures Incorporated
Name of Manager (**please print**)

[Redacted text relates to personal information]
Name of authorized signatory (**please print**)

Director
Official capacity of authorized signatory (**please print**)

FOR [Redacted text relates to personal information] WITNESS:

SIGNED in the presence of:

[Redacted text relates to personal information]

“Signed”

Signature

[Redacted text relates to personal information]

Printed Name of Witness

[Redacted text relates to personal information]

Address

“Signed”

Signature

Pooled Shares:

Class	Number Acquired	Certificate Number(s) (if applicable)
Common Shares	100,000	